

Special Contingency Risks Limited  
30 Fenchurch Avenue  
London EC3M 5AD

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## Fidelity / Crime Division

Contract Number: GA 0479

### Contract of Insurance

THIS IS TO CERTIFY that in accordance with the authorisation granted to Special Contingency Risks Limited by Great American Insurance Group and in consideration of the premium specified herein, the said Insurers are hereby bound, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

The Assured is requested to read this contract and, if not correct, return it immediately to Special Contingency Risks Limited for appropriate alteration.

In the event of a claim under the insurance described in this contract, please notify the following:

- |                                       |                                      |
|---------------------------------------|--------------------------------------|
| 1) The Control Risks Group Limited    | 2) Special Contingency Risks Limited |
| 4 <sup>th</sup> Floor, Cottons Centre | 30 Fenchurch Avenue                  |
| Cottons Lane                          | London EC3M 5AD                      |
| London SE1 2QG                        | Douglas Milne: +44 207-088-9111      |
| England                               | Johanna Holliday: +44 207-088-9110   |
| Telephone: +44 207-970-2100           | Direct fax: +44 207-088-9101         |
| Fax: +44 207-970-2222                 | 24 hours: +44 769-939-1710           |
| 24 hours: +44 207-939-8900            |                                      |

This contract has been underwritten 100% by Great American Insurance Group. One Waterside Crossing, Windsor, CT 06095

Reviewed

P. D. Balto -

Signature

[Signature]

Date

9th July 2009

## SCR GAIC CPP Schedule

Type:

Special Contingency Risks attaching to and forming part of Contract  
No. GA 0479

1. Assured: As per Underwriting Schedule agreed by Insurers and held on Special Contingency Risks File No. OP 51903CR
2. Form GAIC CPP plus SCR Amendatory Endorsement, plus Loss of Earnings, Emergency Political Repatriation and Relocation, and Threat Response Extensions.
3. Period: From: 1 July 2009  
To: 1 July 2010  
  
Both days at 00:01am Local Standard Time
4. Insured Persons: As per Underwriting Schedule agreed by Insurers and held on Special Contingency Risks File No. OP 51903CR
5. Situation: Territorial Limit Worldwide
6. Premium: USD 14,050  
  
Inclusive of 1%TRIA at no additional charge

7. Sum Insured: Limits of liability provided:
- |   |           |           |                         |
|---|-----------|-----------|-------------------------|
| (i) Ransom: as described in 2.1                                     | USD       | 1,000,000 | per Insured Event       |
| (ii) Transit: as described in 2.2                                   | USD       | 1,000,000 | per Insured Event       |
| (iii) Control Risks Group Fees and Expenses:<br>as described in 2.3 | UNLIMITED |           | per Insured Event       |
| (iv) Additional Expenses: as described in 2.4                       | USD       | 1,000,000 | per Insured Event       |
| (v) Legal Liability: as described in 2.5                            | USD       | 1,000,000 | per Insured Event       |
| (vi) Personal Accident: as described in 2.6                         |           |           |                         |
| Capital Sum Insured   | USD       | 250,000   | per Insured Person and  |
|   | USD       | 1,250,000 | each incident aggregate |

Benefits per Insured Person

% of capital Sum Insured

Death	100 per cent
Loss of Limb/Sight	100 per cent
Permanent Total Disablement	100 per cent
Loss of Extremity	50 per cent

8. Portion of losses to be borne by the Insured uninsured:

1. Coinsurance: Nil
2. Deductible Amount: Nil

9. Conditions: The agreement defined in this document is entered into with Underwriters on the assumption that the Assured has not experienced any previous threats or incidents related to events which would be insured under this insurance. The Assured has a duty to disclose to insurers any previous threats or incidents and when disclosed Insurers may amend the terms and conditions of the policy and/or the cost of cover. Failure to make such disclosure may allow Insurers to avoid the policy. This is an ongoing responsibility throughout the duration of your policy.

Montana State Amendatory endorsement to apply.

All the terms and conditions as per Policy Wording GAIC CPP plus SCR Amendatory Endorsement plus Loss of Earnings, Emergency Political Repatriation and Relocation, and Threat Response Expense Extensions.

#### Prevention Allowance

An allowance of 20% is allotted for the first year of a three year policy.  
An allowance of 10% is available for the second and third year of the policy (This is based on the annualized premium).

#### Loss of Earnings

LIMITS OF LIABILITY shall be extended as specified in item 2 below.

1. Franchise Period: 6 hours waiting period in respect of Business Interruption caused directly or solely by an Insured Event.
  2. Limits of Liability: Business interruption loss will not exceed USD 1,000,000 per Insured Event
- Fees and Expenses of Control Risks Group: UNLIMITED per Insured Event.

#### Emergency Political Repatriation and Relocation

(A) Limits of Liability:

##### In respect of temporary residents:

- (1) USD 250,000 per Insured Event.
- (2) USD N/A in the annual aggregate but not exceeding;

Emergency Political Repatriation costs:	USD	25,000	per Covered Person
Relocation costs	USD	25,000	per Covered Person.
Salary as described in 2.4	USD	25,000	per Covered Person.
Personal Effects	USD	5,000	per Covered Person.
- (3) Fees and Expenses of Control Risks Group:  
as described in 2.5 UNLIMITED Per Insured Event.

### Emergency Political Repatriation and Relocation

(A) Limits of Liability:

In respect of temporary residents:

(1) USD 250,000 per Insured Event.

(2) USD N/A in the annual aggregate but not exceeding;

Emergency Political Repatriation costs: USD 25,000 per Covered Person

Relocation costs USD 25,000 per Covered Person.

Salary as described in 2.4 USD 25,000 per Covered Person.

Personal Effects USD 5,000 per Covered Person.

(3) Fees and Expenses of Control Risks Group:  
as described in 2.5 UNLIMITED per Insured Event.

In respect of temporary travelers:

(1) USD 250,000 per Insured Event.

(2) USD N/A in the annual aggregate but not exceeding;

Emergency Political Repatriation costs: USD 25,000 per Covered Person

Personal Effects USD 5,000 per Covered Person.

(3) Fees and Expenses of Control Risks Group:  
as described in 2.5 UNLIMITED per Insured Event.

(B) Portion of losses to be borne by the Assured and uninsured

Coinurance: NIL each and every loss.

(C) Exclusions: None

(D) Additional Premium: Included in Original

### Threat Response Expense

Underwriters shall be liable for costs and fees incurred in respect of the Services of Control Risks Group or any other independent security firm previously agreed by underwriters as a result of a threat or threats made by a person or a group (without an accompanying ransom or extortion demand) to commit or attempt to:

- a) inflict bodily harm to, wrongfully abduct or detain an Insured Person
- b) damage, destroy or contaminate any property
- c) reveal confidential or proprietary information

provided however, such threat or threats are made specifically against the Assured or an Insured Person or the Assured's Property or an Insured Person(s) Property.

It is further agreed that Underwriters shall only be liable in respect of Insured Losses 2.3 and relevant expenses in respect of 2.4. Underwriters' liability under this extension shall not exceed:

USD 25,000 per Insured Event.

For the purpose of this extension, the following definition is added:

Services means the assessment of the threat and the temporary protection of the threatened person(s) or Property for a period not to exceed thirty (30) days from the date the threat is received.

#### Choice of Law & Jurisdiction:

Montana State Law and Jurisdiction

#### Recording Transmitting & Storing Information:

Where the broker maintains risk and claim data/information/documents the broker may hold data/information/documents electronically



# GAIC SCR Amendatory Endorsement

ATTACHING TO AND FORMING PART OF

CERTIFICATE NUMBER: GA 0479

POLICY NUMBER: OP 51903CR

In consideration of the payment of the premium, it is hereby understood and agreed that the following amendments shall be made to the GAIC Corporate Protection Policy;

Definition 1.3 is amended to read;

Extortion shall be the making of illegal threats either directly or indirectly to the Assured or to an Insured Person to;

- (i) kill, injure or abduct an Insured Person; or
- (ii) cause physical damage or loss to Property; or
- (iii) disseminate, divulge or utilise Trade Secrets or proprietary information including any personal, private or confidential data;
- (iv) or introduce a computer virus designed to damage, destroy or corrupt the Assured's computerised data;

by persons who then demand a Ransom as a condition of not carrying out such threats.

Definition 1.10 is amended to read;

Property shall be buildings (including fixtures, fittings, works of art and other contents), plant and equipment fixed or mobile, (including vessels and aircraft), bloodstock and livestock owned or leased by the Assured or an Insured Person for which the Assured or Insured Person is legally liable.

Insured Loss 2.5 is amended to read;

Defence costs incurred by Underwriters, or with their authorisation, are payable in addition to the limit for Legal Liability. However, if the total amount for all settlements or awards fees and judgements to which such costs refer exceeds this limit, this policy shall pay only that proportion of defence costs which the limit bears to the total of such settlements or awards fees and judgements.

Condition 3.6 is amended to read;

This policy may be cancelled by Underwriters solely as a result of non-payment of premium by the Assured. In such an event, Underwriters shall mail written notice of not less than 30 days of the effective date of cancellation and earned premium shall be calculated on a pro rata basis. The policy may be cancelled by the Assured at any time during the policy period providing written notice in advance. Unearned premium will be refunded on a pro rata basis.

Condition 3.10 is deleted and replaced with the following:

3.10 Under Section 2.6 Personal Accident the following conditions apply:

- (i) any Insured Person who suffers an incident which caused or may cause disablement within the meaning of this policy must place himself under the care of a qualified medical practitioner approved by Underwriters as early as possible after the incident.
- (ii) Underwriters will not be liable to pay compensation unless the medical advisors appointed by Underwriters shall be allowed as often as is thought necessary to examine the Insured Person.

Condition 3.11 is amended to read;

It is agreed that the Assured shown in item 1. of the Schedule shall be automatically amended to include any newly acquired subsidiary on the following basis:

- (i) any newly acquired subsidiary whose market value at the date of acquisition is less than 10% of the Assured's market value is automatically covered for the remainder of the policy period, provided that with respect to the new acquisition there are no threats or incidents ongoing at the time of acquisition;

1.9 Insured Person shall be:

- (i) anyone specified in item 4. of the Schedule;
- (ii) the spouse, or a domestic partner, or relative, fiancé or fiancée, or a lineal descendant or a living ancestor, including step-parents, step-children, step-siblings, foster children, adopted children, adopted parents and spouses thereof, of either an Insured Person or the spouse of an Insured Person;
- (iii) a person normally resident or employed in the household and/or grounds of an Insured Person;
- (iv) a guest in the home of an Insured Person;
- (v) a guest or customer of the Assured while on the Assured's Premises, or on board any vehicle, aircraft or waterborne vessel owned or leased by the Assured or an Insured Person;
- (vi) a person who is temporarily employed for the sole purpose of negotiating and/or delivering a Ransom.

1.10 Property shall be all real or personal property, including electronic data located therein, which is owned, controlled or leased by the Assured or an Insured Person or for which the Assured or an Insured Person is legally liable.

1.11 Assured's Premises shall be that portion of any real property which is occupied by the Assured in the conduct of the Assured's business.

1.12 Assured's Products shall be products of the Assured and/or products which are to be represented as such and/or products which the Assured handles.

1.13 Informant shall be a person providing information not otherwise obtainable and solely in return for a monetary payment or other award by the Assured.

1.14 Personal Financial Loss shall be loss suffered by an Insured Person solely as a result of the physical inability of a Kidnap or Extortion or Detention or Hijack victim to attend to personal financial matters.

1.15 Trade Secrets shall be information (including formula, pattern, compilation of data, program, device, method, technique or process), which:

- (i) is particular to the Assured in the conduct of his business; and
- (ii) for reason of its potential commercial value to others, the Assured makes constant and conscious efforts not to disclose to any third party.

1.16 Personal Accident shall be Loss of Limb, Loss of Sight, Loss of Extremity, Permanent Total Disablement or Death sustained by an Insured Person, solely and directly as a result of an Insured Event, or attempt thereat, provided that such injury causes the death or disablement of the Insured Person within 12 calendar months from the date of the incident. Insured Losses shall not exceed those specified in item 7 (vi) of the Schedule.

If an Insured Person disappears during the currency of this Insurance and his body is not found within 36 months after his disappearance and sufficient evidence is produced satisfactory to Underwriters that leads them inevitably to the conclusion that he sustained death solely and directly as a result of an Insured Event, Underwriters shall forthwith pay the death benefit under this insurance provided that the person or persons to whom such a sum is paid shall sign an undertaking to refund such sum to Underwriters if the Insured Person is subsequently found to be living.

1.17 Loss of Limb shall be loss by separation or the total and irrecoverable loss of use of a hand at or above the wrist or a foot at or above the ankle.

1.18 Loss of Sight shall be loss of sight of one or both eyes which is certified as being entire and irrevocable by a qualified practitioner specialising in ophthalmology and approved by Underwriters.

1.19 Permanent Total Disablement shall be disablement which necessarily and continuously disables an Insured Person from attending to every aspect of his normal business or occupation for a period of 12 calendar months and, at the end of such period is certified by two qualified medical practitioners approved by Underwriters as being beyond hope of improvement. If the Insured Person has no business or occupation the disablement must confine him immediately and continuously to the house and disable him from attending to his normal duties.

1.20 Loss of Extremity shall be the permanent physical separation or the total and irrecoverable loss of use of a digit or part thereof or an ear, nose or genital organ or part thereof by deliberate mutilation.

1.21 Masculine gender shall deem to include feminine gender.



## 2. INSURED LOSSES shall be

- 2.1 Ransom which has been surrendered: in the case of marketable goods or services, Underwriters shall pay the actual cash value thereof at the time of surrender.
- 2.2 The loss in transit of a Ransom by actual damage, destruction, disappearance, confiscation or wrongful abstraction while being conveyed to such persons as have demanded it by any person who is duly authorised to do so by the Assured or an Insured Person.
- 2.3 The fees and expenses of the Control Risks Group and/or alternative Security Consultants as agreed by the Leading Underwriter.
- 2.4 Additional expenses, being expenses necessarily incurred following, and for the duration of, an Insured Event by the Assured or an Insured Person(s) and which shall comprise:
- (i) fees and expenses of an independent negotiator engaged by the Assured with the prior authorisation of Underwriters;
  - (ii) fees and expenses of an independent public relations consultant and/or product recall consultants and/or interpreter;
  - (iii) costs of travel and accommodation incurred by the Assured or an Insured Person;
  - (iv) the costs of travel of a Kidnap and/or Detention and/or Hijack victim and his family to the country of which the victim is a national and the travel costs of a replacement of a Kidnap and/or Detention and/or Hijack victim and his family to the country in which the Kidnap and/or Detention and/or Hijack occurred. These costs shall only apply once per Insured Person per Kidnap and/or Detention and/or Hijack;
  - (v) fees for independent psychiatric care and/or medical care and/or legal advice incurred prior to the release and within thirty six months following the Insured Event;
  - (vi) reward paid by the Assured or an Insured Person to an Informant for information which directly leads to the arrest and conviction of parties responsible for an Insured Event;
  - (vii) **Personal Financial Loss;**
    - (viii) 100% of a Kidnapped or Detained or Hijacked Insured Person's gross salary and bonuses, commissions, costs of living adjustments, foreign tax reimbursements, pension and/or welfare contributions and allowances which were contractually due or could reasonably be expected based on past performance at the time the Insured Event occurs and for sixty (60) days following the release;
    - (ix) 100% of a relative of a Kidnapped or Detained or Hijacked Insured Person's gross salary including bonuses, commissions, cost of living adjustments, foreign tax reimbursements, pension and/or welfare contributions and allowances, who leaves their employment in order to assist in the negotiations for the release of the victim, which were contractually due at the time the Insured Event occurs and for sixty (60) days following the release.
    - (x) 100% of the gross salary including bonuses and allowances for a temporary replacement of a Kidnapped or Detained or Hijacked Insured Person for the duration of the Kidnap and/or Detention and/or Hijack and sixty (60) days thereafter, but shall not exceed the Kidnapped or Detained or Hijacked Insured Person's total remuneration at the time that the Kidnap or Detention or Hijack occurs;
    - (xi) the costs incurred by the Assured for the salaries of employees specifically designated to assist in negotiating on any Insured Event, not to exceed the employees base rate of pay. Plus all other reasonable expenses solely and directly incurred in connection with such negotiations, provided that the Assured forwards an itemised account of such employees time, services and expenses;
    - (xii) sums payable by way of interest on loans raised specifically to meet an Insured Loss and in respect of amounts subsequently reimbursed hereunder, provided the loan is repaid within seven days of the Assured receiving reimbursement of the same from Underwriters;
  - (xiii) costs, fees and expenses of temporary security measures solely and directly for the purpose of protecting Insured Persons and/or Property located in the country where an Insured Event has occurred whether or not such Insured Event involves such Insured Persons and/or Property, and on the specific recommendation of the Control Risks Group and/or alternative Security Consultants.
  - (xiv) costs of communications equipment, recording equipment and advertising incurred solely and directly to obtain the release of a Kidnapped or Detained or Hijacked Insured Person;
  - (xv) reasonable fees and expenses of independent forensic analysts engaged by the Assured;



- (xvi) reasonable rest and rehabilitation expenses including meals and recreation incurred by the Kidnap and/or Detention and/or Hijack victim and a spouse and/or children incurred within 6 months following the release of the Kidnap and/or Detention and/or Hijack victim.
- (xvii) the reasonable costs of cosmetic or plastic surgery which is required to correct any permanent disfigurement sustained by an Insured Person solely and directly as a result of an Insured Event;
- (xviii) job retraining costs for the Kidnap and/or Detention and/or Hijack victim, including but not limited to salary of the Kidnap and/or Detention and/or Hijack victim while being re-trained, and costs of external training courses.
- (xix) all other reasonable expenses incurred by the Assured or Insured Person(s) in negotiating the release of a victim.

2.5 Legal Liability, being settlements or awards fees and judgements imposed upon and paid by the Assured as a result of an action for damages brought by or on behalf of any Insured Person(s) or his or their legal representative or shareholders solely and directly as a result of a Kidnap or a Detention or a Hijack or an Extortion. However;

- (i) the Assured shall neither admit any liability for, nor settle any claim, nor incur any costs or expenses without the prior authorization of Underwriters;
- (ii) Underwriters shall have the right to defend any such suit against the Assured and may make whatever investigation and settlement of any claim or suit they deem expedient and the law allows, and the Assured shall co-operate fully with Underwriters in all things in connection therewith.

Defence costs incurred by Underwriters, or with their prior authorization, are payable in addition to the limit for Legal Liability. However, if the total amount for all settlements, awards and judgements to which such costs refer exceeds this limit, this policy shall pay only that proportion of defence costs which the limit bears to the total of such settlements, awards and judgements.

## 2.6 Personal Accident.

## 3. CONDITIONS

3.1 When the Insured Event has occurred, or is believed to have occurred, the Assured shall:

- (i) inform Underwriters and the Control Risks Group and/or alternative Security Consultant and provide whatever information is required as soon as is practicable and inform (or allow the Control Risks Group and/or alternative Security Consultant to inform) the appropriate authorities responsible for law enforcement in the country where an Insured Event has occurred, or is believed to have occurred, of the Ransom demand as soon as is practicable having regard to the personal safety of the Victim;
- (ii) before agreeing to the payment of any Ransom, make every reasonable effort to:-
  - (a) determine that the Insured Event has actually occurred and is not a hoax;
  - (b) ensure that a senior official of the Assured agrees to the payment of the Ransom;
- (iii) when requesting the reimbursement hereunder of a Ransom, be able to demonstrate that such Ransom had been surrendered under duress.

3.2 The Assured shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any Insured Losses.

3.3 The Assured and Insured Person(s) must at all times use best efforts to ensure that knowledge of the existence of this insurance is restricted as far as possible.

3.4 In the event of any payment under this policy, Underwriters shall be subrogated to the extent of such payment to all the Assured's or Insured Person(s)' rights of recovery, and the Assured or Insured Person(s) shall execute all papers required and shall do everything necessary to enable Underwriters to bring suit in the name of the Assured or Insured Person(s).

3.5 Other than as set forth in clause 2.5 hereof, Underwriters' liability hereunder shall in all cases be limited to the amount shown in the Schedule. Specifically, but without limiting the generality of the foregoing, Underwriters' liability shall not be increased because:

- (i) the Assured may comprise or include more than one legal entity. If more than one legal entity is named in this policy, only the first-named shall have any right to make, adjust, receive or enforce payment of any claim;
- (ii) of renewal of this policy. Underwriters' liability shall not be cumulative from one Period of Insurance to another;
- (iii) of any other reason whatsoever.



- 3.6 This policy may be cancelled by Underwriters solely as a result of non-payment of premium by the **Assured**. In such an event, Underwriters shall mail written notice of not less than 30 days of the effective date of cancellation and earned premium shall be calculated on a pro rata basis.
- 3.7 No assignment of the **Assured's** interest hereunder shall be binding on Underwriters, unless and until their written consent thereto has been obtained and endorsed hereon.
- 3.8 Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy, or prevent Underwriters from asserting any right under this policy, nor shall the terms of this policy be waived or changed except by endorsement to form part of this policy.
- 3.9 Failure by Underwriters to exercise or enforce any rights hereunder will not be deemed to be a waiver of such rights nor operate so as to bar the exercise or enforcement thereof at any time thereafter.
- 3.10 Under Section 2.6 **Personal Accident**, Underwriters will not be liable to pay compensation unless the Medical Advisors appointed by Underwriters shall be allowed as often as it is thought necessary within reason to examine the **Insured Person**.
- 3.11 It is agreed that the **Assured** shown in item 1. of the Schedule shall be automatically amended to include any newly acquired subsidiary on the following basis:
- (i) any newly acquired subsidiary whose market value at the date of acquisition is less than 10% of the **Assured's** market value is automatically covered for the remainder of the policy period, provided that with respect to the new acquisition there are no threats or incidents ongoing at the time of acquisition;
  - (ii) any newly acquired subsidiary whose market value at the date of acquisition is greater than 10% of the **Assured's** market value is automatically covered for a period of 30 days from the date of acquisition, provided that with respect to the new acquisition there are no threats or incidents ongoing at the time of acquisition and subject to notification of the new subsidiary to Underwriters within the 30 day period.

#### 4. EXCLUSIONS

Underwriters shall not be liable in respect of any losses which are or but for this insurance would be covered under any other insurance, save in excess of such other insurance. Further, Underwriters shall not be liable in respect of any losses caused by or arising from or attributable to any of the following circumstances:

- 4.1 The surrender of a **Ransom** in any face to face encounter, unless surrendered by a person who is in possession of such **Ransom** at the time of such surrender for the sole purpose of conveying it to pay a previously communicated **Ransom** demand.
- 4.2 The surrender of a **Ransom**, either at the locations where the **Kidnap** or **Detention** or **Hijack** of one or more **Insured Persons** occurs or where the **Extortion** or **Products Extortion** demand is first made, unless brought to such location after receipt of the **Ransom** demand for the sole purpose of paying such **Ransom** demand.
- 4.3 In respect of **Kidnap**, **Extortion**, **Products Extortion** or **Hijack** only, a fraudulent, or criminal act of the **Assured**, a director, officer, employee or agent, contractor or sub-contractor of the **Assured**, or an **Insured Person** or agent thereof whether acting alone or in collusion with others.
- 4.4 In respect of **Detention** only:
- (i) a **Detention** which is for a period of less than twenty four hours;
  - (ii) any act or alleged act of the **Assured** or an **Insured Person** which would be a criminal offence if committed by the same party in the State where its headquarters are located or of which he is a national, unless Underwriters determine that such allegations were intentionally false, fraudulent and malicious and made solely and directly to achieve a political, propaganda or coercive effect upon or at the expense of the **Assured** or the victim of a **Detention**;
  - (iii) failure of the **Assured** or an **Insured Person** to properly procure or maintain Immigration, work, residence or similar visas, permits or other documentation.



# GAIC SCR Amendatory Endorsement

## ATTACHING TO AND FORMING PART OF

CERTIFICATE NUMBER: GA 0479

POLICY NUMBER: OP 51903CR

In consideration of the payment of the premium, it is hereby understood and agreed that the following amendments shall be made to the GAIC Corporate Protection Policy;

Definition 1.3 is amended to read;

**Extortion** shall be the making of illegal threats either directly or indirectly to the **Assured** or to an **Insured Person** to:

- (i) kill, injure or abduct an Insured Person; or
- (ii) cause physical damage or loss to Property; or
- (iii) disseminate, divulge or utilise Trade Secrets or proprietary information including any personal, private or confidential data;
- (iv) or introduce a computer virus designed to damage, destroy or corrupt the **Assured's** computerised data;

by persons who then demand a **Ransom** as a condition of not carrying out such threats.

Definition 1.10 is amended to read;

Property shall be buildings (including fixtures, fittings, works of art and other contents), plant and equipment fixed or mobile, (including vessels and aircraft), bloodstock and livestock owned or leased by the Assured or an Insured Person for which the Assured or Insured Person is legally liable.

Insured Loss 2.5 is amended to read;

Defence costs incurred by Underwriters, or with their authorisation, are payable in addition to the limit for Legal Liability. However, if the total amount for all settlements or awards fees and judgements to which such costs refer exceeds this limit, this policy shall pay only that proportion of defence costs which the limit bears to the total of such settlements or awards fees and judgements.

Condition 3.6 is amended to read;

This policy may be cancelled by Underwriters solely as a result of non-payment of premium by the **Assured**. In such an event, Underwriters shall mail written notice of not less than 30 days of the effective date of cancellation and earned premium shall be calculated on a pro rata basis. The policy may be cancelled by the Assured at any time during the policy period providing written notice in advance. Unearned premium will be refunded on a pro rata basis.

Condition 3.10 is deleted and replaced with the following:

3.10 Under Section 2.6 **Personal Accident** the following conditions apply:

- (i) any **Insured Person** who suffers an incident which caused or may cause disablement within the meaning of this policy must place himself under the care of a qualified medical practitioner approved by Underwriters as early as possible after the incident.
- (ii) Underwriters will not be liable to pay compensation unless the medical advisors appointed by Underwriters shall be allowed as often as is thought necessary to examine the **Insured Person**.

Condition 3.11 is amended to read;

It is agreed that the **Assured** shown in item 1. of the Schedule shall be automatically amended to include any newly acquired subsidiary on the following basis:

- (i) any newly acquired subsidiary whose market value at the date of acquisition is less than 10% of the **Assured's** market value is automatically covered for the remainder of the policy period, provided that with respect to the new acquisition there are no threats or incidents ongoing at the time of acquisition;



- (ii) any newly acquired subsidiary whose market value at the date of acquisition is greater than 10% of the **Assured's** market value is automatically covered for a period of 30 days from the date of acquisition, provided that with respect to the new acquisition there are no threats or incidents ongoing at the time of acquisition.

Exclusion 4.2 is amended to read;

the surrender of a **Ransom** either at the location where the **Kidnap** of one or more **Insured Person(s)** occurs or where the **Extortion** or **Products Extortion** demand is first made, unless brought to such location after receipt of the **Ransom** demand for the sole purpose of paying such **Ransom** demand.

Exclusion 4.3 is amended to read;

In respect of **Kidnap**, **Extortion**, **Products Extortion** or **Hijack** only, a fraudulent, or criminal act of the **Assured**, a director, officer, employee or agent of the **Assured**, or an **Insured Person** or agent thereof, whether acting alone or in collusion with others.

Exclusion 4.4 (i) is amended to read;

a **Detention** which is for a period of less than six hours;



## Loss of Earnings Extension

Business Interruption Loss suffered by the Insured resulting from the necessary interruption of business caused directly and solely by a Kidnap, Extortion, Detention or Hijack, or an Extortion threat to physically damage any real or tangible property bordering the Insured's Premises which necessarily results in an interruption of the Insured's business. The maximum Limit of Liability for all Business Interruption Loss will not exceed USD 1,000,000 per Insured Event as specified in item 2 of the schedule.

The waiting period for all Business Interruption Loss will be six (6) hours as specified in item 1 of the schedule.

'Business Interruption Loss' means the loss of Earnings, but not exceeding the actual reduction in Earnings, less charges and expenses which do not necessarily continue during the interruption of business, resulting from necessary interruption of business caused directly and solely by an Insured Event.



# Emergency Political Repatriation and Relocation

In consideration of the additional premium and subject to the policy terms and conditions, this policy shall be extended to include Emergency Political Repatriation and Relocation as specified below, and solely in respect thereto shall be amended as stated below. Reference to the Schedule attaching to and forming part of this extension shall determine the Limits of Liability and Coinsurance which shall apply.

## 1. DEFINITIONS

- 1.1 Insured Event shall be the Emergency Political Repatriation and Relocation of a Covered Person or in the event of death, his remains.
- 1.2 Emergency Political Repatriation shall be Repatriation necessitated by:
- (i) officials of the Resident Country issuing for security related reasons a recommendation that categories of person which include the Covered Person should leave the country in which that Covered Person is temporarily resident or engaged in temporary travel, and/or
  - (ii) a Covered Person being expelled or declared persona non grata on the written authority of the recognised government of the country where temporarily resident or engaged in temporary travel, and/or
  - (iii) the wholesale seizure, confiscation or expropriation of the property, plant and equipment of the Assured located in the country where the Insured Person is temporarily resident or engaged in temporary travel, and/or
  - (iv) both the Assured and Control Risks Group agreeing that for security related reasons a Covered Person should leave the country.
- 1.3 Covered Person shall be an Insured Person and any relative normally resident with him when the Insured Event occurs. With regard to Insured Losses 2.1, 2.2 and 2.3, Covered person shall include an Insured Person engaged in temporary travel at the direction of the Assured or a temporary resident within the country where the Insured Event occurs.
- 1.4 Repatriation shall be the return of a Covered Person to his Resident Country.
- 1.5 Relocation shall be the return of a Covered Person who has been the subject of an Emergency Political Repatriation to the country from which he had been repatriated.
- 1.6 Resident Country shall be the country of which a Covered Person is a national.

## 2. INSURED LOSSES:

- 2.1 Costs incurred by the Assured or a Covered Person for travel to the nearest place of safety or to the Resident Country.
- 2.2 Reasonable accommodation costs incurred by the Assured or a Covered Person whilst the subject of an Emergency Political Repatriation for a maximum period of seven days.
- 2.3 Economy class fares on any licensed common carrier operating from a published timetable incurred by the Assured or a Covered Person in the Relocation of a Covered Person.
- 2.4 The gross salary, excluding any bonuses and allowances, paid by the Assured to an Insured Person but excluding temporary business travellers immediately prior to the Insured Event, this salary shall be reimbursed for a maximum period of three months following the Emergency Political Repatriation, or until the date of Relocation whichever shall first occur.
- 2.5 The fees and expenses of Control Risks Group.
- 2.6 Personal effects left behind and irrecoverably lost by the evacuated Insured Person up to the limit shown in the Declarations.

## 3. CONDITIONS

- 3.1 In respect of Emergency Political Repatriation, the Assured shall be indemnified solely for the costs of transportation by economy fares unless unavailable, clearly impractical or the risk to the life of the Covered Person is such that any other appropriate means of transport becomes essential.



3.2 Coverage shall apply once per Covered Person per Insured Event.

4. **EXCLUSIONS:**

This extension does not include Insured Losses by the Assured or a Covered Person arising from or attributable to:

- 4.1 Violation by the Assured or a Covered Person of the laws or regulations of the country of which they are a national.
- 4.2 The failure of the Assured or a Covered Person properly to procure or maintain immigration, work, residence or similar visas, permits or other documentation.
- 4.3 A debt, insolvency, commercial failure, the repossession of any property by a title holder or any other financial cause.
- 4.4 The failure of the Assured or a Covered Person to honour any contractual obligation or bond or to obey any conditions in a licence.
- 4.5 The Emergency Political Repatriation or Relocation of Covered Persons who are nationals of the country in which the Insured Event takes place.
- 4.6 Insured Events arising out of natural disasters including but not limited to earthquake, flood, fire, famine, volcanic eruption or windstorm.
- 4.7
  - (i) ionising radiation's or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - (ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.



## Threat Response Expense Extension

Underwriters shall be liable for costs and fees incurred in respect of the Services of Control Risks Group or any other independent security firm previously agreed by underwriters as a result of a threat or threats made by a person or a group (without an accompanying ransom or extortion demand) to commit or attempt to :

- a) inflict bodily harm to, wrongfully abduct or detain an **Insured Person**
- b) damage, destroy or contaminate any property
- c) reveal confidential or proprietary information

provided however, such threat or threats are made specifically against the Assured or an Insured Person or the Assured's Property or an Insured Person(s) Property.

It is further agreed that Underwriters shall only be liable in respect of Insured Losses 2.3 and relevant expenses in respect of 2.4. Underwriters' liability under this extension shall not exceed:-

USD 25,000 per Insured Event.

For the purpose of this extension, the following definition is added:

Services means the assessment of the threat and the temporary protection of the threatened person(s) or Property for a period not to exceed thirty (30) days from the date the threat is received.





## Montana Amendatory Endorsement

This endorsement modifies insurance provided under the following:

- 3.12 A Conformity with Montana statutes. The provisions of this policy conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which you reside on or after the effective date of this policy.
- B Any provision of this policy or Coverage Part (including endorsements which modify the policy or Coverage Part) that does not conform to the minimum requirements of a Montana statute is amended to conform to such statute.



# Terrorist Risk Insurance Act Endorsement

as amended under the Terrorism Risk Insurance Program Reauthorization Act of 2007 ("TRIPRA")

**TRIA Charge:**

On November 26, 2002, the President of the United States signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). You should know that, effective November 26, 2002, under your existing coverage, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

Please note that this Certificate does not contain an exclusion that specifically excludes coverage for certified acts of terrorism under the Act. The portion of your annual premium that is attributable to coverage for acts of terrorism is 1%. There is a separate line item designating the premium charge for this coverage above.

If you do not wish to elect to purchase coverage for Acts of Terrorism, as defined by the Act, we must receive written notification of such desire and an exclusion for such coverage will be added to your Policy. If you have any questions regarding this notice, the Act, or the impact of the Act on your policy please do not hesitate to contact SCR.

